



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit: 1618

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Atty. Docket: 7419-0118

}

Applicant: Seth D. Rose

}

Title: METHOD AND COMPOSITIONS FOR
IN SITU INFORMATION OF
PROTECTIVE AND/OR MEDICATED
FILMS ON BODY TISSUE

}

Serial No.: 09/509,237

}

Filed: 20 March 2000

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Examiner: Fugara, Blessing M.

}

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

CUSTOMER NUMBER: 000031425

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Dated: 12 January 2006
Signature: Debraanne E. Ries

Exp. Cert. No.: EV 732118637US

Deposit Account:

The Commissioner is hereby authorized to deduct any deficit or deficiency in fee, or credit any overpayment to Deposit Account No. 50-1590.

POWER OF ATTORNEY

The Undersigned, on Behalf of the assignee of the entire right, title and interest in the above referenced patent application, hereby appoints E. Victor Indiana, Reg. No. 30,143 & Steven L. Vaughan, Reg. No. 51,295 as my attorneys, with full power of substitution and revocation, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith, and I specify that communications regarding the application be directed to:

INDIANO VAUGHAN LLP,
ONE NORTH PENNSYLVANIA STREET
SUITE 850
INDIANAPOLIS, INDIANA 46204
(317) 822-0033 - Voice
(317) 822-0055 - Facsimile
Vic@IPLawIndiana.com - E-mail

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I hereby declare that I am an Officer of the Assignee and am empowered to execute this Power of Attorney on behalf of said assignee corporation. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Blairex Laboratories Inc
1600 Brian Drive
P.O. Box 2127
Columbus, Indiana 47202-2127

By: Anthony J. Moravec /President

Printed Name: ANTHONY J. MORAVEC

Date: 1/11/06

W:\Word Processing\7419 - Blairex Laboratories\118 - Power of Attorney Blairex case.wpd



In the United States Patent and Trademark Office

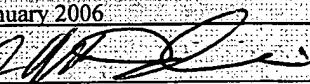
E. Victor Indiana, Esq.
INDIANO VAUGHAN LLP
1 North Pennsylvania Street, Suite 850
Indianapolis, Indiana 46204
PHONE: 317-822-0033
FAX: 317-822-0055

In re Application of:

Applicant: Rose, Seth D.
Invention: METHOD AND COMPOSITIONS
FOR IN SITU INFORMATION OF
PROTECTIVE AND/OR MEDICATED
FILMS ON BODY TISSUE

Serial No.: 09/509,237
Filing Date: 20 March 2000
Examiner: Fugara, Blessing M
Docket No.: 7419-0118

Assignment Branch
The Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

| | |
|--|---|
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| Date: | 11 January 2006 |
| Signature: |  |
| E. Victor Indiana | |
| Deposit Account | |
| The Commissioner is hereby authorized to deduct any defect or deficiency in fee, or credit any overpayment to: | |
| Deposit Account No. 50-1590 | |

CUSTOMER NUMBER: 000031425

Dear Sir:

Enclosed is an Assignment, Recordation Form Cover Sheet and a \$40.00 check as the required filing fee for the above-referenced patent application. Please forward all future correspondence to me at the above address.

Respectfully submitted,



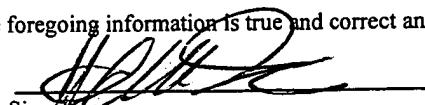
E. Victor Indiana, Reg. No. 30,143



7419-0118

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

| | |
|---|--|
| <p>1. Name of conveying party(ies): Zila Pharmaceuticals, Inc. Zila, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation _____ <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 27 June 2005 Effective Date: 27 June 2005</p> | <p>2. Name and address of receiving party(ies): Blairex Laboratories, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation Indiana <input type="checkbox"/> Other _____</p> <p>Internal Address: _____</p> <p>Street Address: P.O. Box 2127</p> <p>City: Columbus State: IN ZIP: 47202-2127</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: E. Victor Indiana Internal Address: E. Victor Indiana, Esq. Street Address: 1 North Pennsylvania Street Suite 850 Indianapolis, Indiana 46204 Telephone: (317) 822-0033</p> | <p>6. Total number of applications and trademarks involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account No.: 50-1590. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account. (Attach duplicate copy of this page if paying by Deposit Account)</p> |
| <p>DO NOT USE THIS SPACE</p> | |
| <p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. E. Victor Indiana Name of Person Signing</p> | |
|  Signature _____ | |
| 11 January 2006 Date | |
| <p>Total number of pages including cover sheet, attachments, and document:</p> | |

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is being made pursuant to the Agreement of Purchase and Sale of Assets, dated as of June 27, 2005 (the "Agreement"), by and among Blairex Laboratories, Inc., an Indiana corporation ("Buyer"), Zila Pharmaceuticals, Inc., a Nevada corporation ("Seller") and Zila, Inc., a Delaware corporation.

RECITAL

Seller has agreed, pursuant to the Agreement, to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's (a) registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by this reference (the "Marks"), and (b) registered and unregistered domestic and foreign patents and patent applications including without limitation the patents and patent applications listed on Schedule B attached hereto and incorporated herein by this reference (the "Patents").

ASSIGNMENT

Seller, for and in exchange for the payment of the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks and Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark or Patent whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment of Intellectual Property not been made.

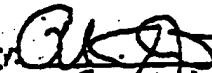
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof.

6/27/15
6/27/15
6/27/15

Dated this 27th day of June, 2005.

"Seller"

Zila Pharmaceuticals, Inc., a Nevada corporation

By: 
Name: Greg V. Klinefelter
Title: Vice President

"Buyer"

Blairex Laboratories, Inc., an Indiana corporation

By: 
Name: Anthony J. Moravec
Title: President

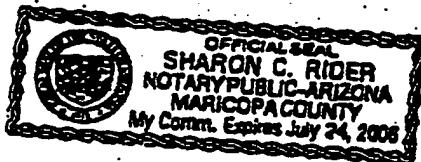
6/27/05
42715
AMERICAN BANK

State of Arizona)
) ss.
County of Maricopa)

On this 27th day of June, 2005, before me, Sharon Rider, personally appeared Gary Klinefelter & Anthony J. Marucco of Zila Pharmaceuticals, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon Rider
Notary Public



6/27/05
ASHTON/SLC/46348.11

SCHEDULE A

Registered Servicemarks and Trademarks

| Servicemark or Trademark | U.S. or Canadian Registration No. | Registration Date |
|--------------------------|-----------------------------------|-------------------|
| ZILACTIN | USA 1347149 | 5/14/1984 |
| ZILACTIN | Canada TMA 399208 | 4/25/1991 |
| ZILACTIN | USA 2905201 | 11/24/2003 |

Compound [G(XC)] May seeds
include Datura. Gary is checking on
this.

SCHEDULE B

Registered & Pending Patents

Registered Patents

| Patent | Registration Number | Issued Date | Expiration Date |
|---------------|---------------------|-----------------------------|-----------------|
| Zilactin P-6 | USA 5,081,158 | 1/14/92 | 1/14/09 |
| Zilactin P-7 | USA 5,081,157 | 1/14/92 | 1/14/09 |
| Zilactin P-8 | Australia 614,179 | 12/16/91 | 7/24/09 |
| | Canada 1,337,396 | 10/24/93 | 7/23/06 |
| | China 90101988 | 2/21/98 | 4/10/05 |
| | Colombia 24,269 | 2/4/94 | 8/27/05 |
| | Denmark 175633 | 01/03/03 | 07/24/09 |
| | Greece 1,001,331 | 7/18/90 | 7/18/10 |
| | Mexico 178,116 | 5/24/93 | 7/23/10 |
| | New Zealand 232,625 | 2/21/90 | 2/21/06 |
| | Norway 180618 | 3/21/97 | 7/24/09 |
| | S. Korea 8,743 | 5/12/93 | 12/3/09 |
| | Spain 2020655/0 | 6/26/91 | 7/24/10 |
| Zilactin P-16 | PCT/US89/03216 | (not published) | |
| | Australia 768,693 | 10/19/98 | 10/19/18 |
| | PCT/US98/22022 | Publication No. WO 00/23022 | |
| | Taiwan 1230615 | 04/11/05 | 11/19/18 |
| Zilactin P-23 | PCT/US00/01135 | Publication No. WO 01/50994 | |

Patent Pending Applications

| Patent | Application Number |
|---------------|--|
| Zilactin P-16 | Canada 2,306,486 China 92813904.9 Europe 98954998.5 India 135,164 Japan 2000-576500 Mexico 2000003491 USA 09/509,237 |
| Zilactin P-23 | Canada 2,366,411 Europe Japan 2001 551418 Norway 2001 4444 USA 09/936,300 |

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